

HOLTEC.DK

Supplier

Code Of Conduct

Table of Content

1. Introduction	3
1.2 Scope	3
2. Human rights, and rights at the workplace	4
2.1 Human rights	4
2.2 Discrimination, fair and equal treatment	4
2.3 Forced or child labor	4
2.4 Workplace practice	4
2.5 Working hours, wages, and compensation	5
3. Health and safety	5
4. Environment	5
5. Business ethics and integrity	6
5.1 Anti-Corruption and Bribery	6
5.2 Gifts, Entertainment, and other business Courtesies	6
5.3 Money Laundering	6
5.4 Taxation	7
5.5 Fair Competition Practices	7
5.6 Confidential Information	7
5.7 Political Involvement	7
5.8 Intellectual Property Rights	7
5.9 Legal Compliance	8
5.10 Import and Export Controls	8
5.11 Transparency	8
5.12 Whistleblower protection	8
5.13 Material Compliance and Conflict Minerals	8
6. Violation of the Code	9

1. Introduction

At Holtec, we are committed to driving sustainable progress and positive impact in the societies that we are part of – and we are also committed to operating our business sustainably, ethically, and transparently.

We consider responsible supplier relationships to be an important element in this regard, and our aim is therefore to cooperate with suppliers that share these ambitions.

Holtec's Supplier Code of Conduct defines our requirements for suppliers in terms of their responsible business conduct and their responsibilities towards the communities where they operate. It is essential that our suppliers as a minimum comply with all applicable national laws and regulations, and meet the requirements set out in this Code of Conduct.

Holtec expects our suppliers to meet the following internationally recognized standards:

- The Eight ILO Fundamental Conventions
- The Ten Principles of the UN Global Compact
- The UN Guiding Principles on Business and Human Rights

1.2 Scope

This Code of Conduct is our guide to ethical business commitment and applies to all Holtec's suppliers that deliver goods and services to any of Holtec's business units and subsidiaries.

2. Human rights, and rights at the workplace

2.1 Human rights

We expect our Suppliers to support and respect the protection of the UN's Universal Declaration of Human Rights and the Core Conventions of the International Labour Organization (ILO), and that our Suppliers' businesses are not complicit in the abuse of human rights.

2.2 Discrimination, fair and equal treatment

Any form of discrimination is strictly prohibited. Our Suppliers shall not apply any discrimination against or engage in any harassment of their employees regarding race, ethnic background, gender, disability, sexual orientation, religion, political opinion, maternity, social origin, or any similar characteristics. We expect our Suppliers not to tolerate any physical, psychological, sexual, or verbal harassment or any illegal threats made against or between the Suppliers' employees.

2.3 Forced or child labor

The use of child labor will not be tolerated. The minimum age for our Suppliers' employees shall be in accordance with the ILO Convention or the age specified by local legislation, if higher. Our Suppliers' employment of young persons shall not jeopardize their education or development. We expect our Suppliers not to make use of, or benefit from, any forced or involuntary labor, including any modern forms of slavery, such as trafficking. Our Suppliers shall not withhold their employees' identification or travel documents and said employees shall be free to leave their employment after giving reasonable notice, as required by law and their employment contract.

2.4 Workplace practice

Our Suppliers are to provide a safe and healthy workplace for their employees and integrate health and safety management practices into their business. We expect our Suppliers' employees to report to work free from the influence of illegal drugs or controlled substances,

or the abuse of prescribed or over-the-counter drugs or alcohol. Our Suppliers are not allowed to carry firearms or other weapons, including knives or any other devices that are primarily used to inflict injury, at any of Holtec's facilities or any of Holtec's job sites without Holtec's prior written approval.

2.5 Working hours, wages, and compensation

We expect our Suppliers to comply with any applicable laws, regulations, agreements, and industry standards on working hours, overtime, days of rest, breaks, wages, and compensation.

3. Health and safety

We expect that our Suppliers, in line with Holtec's ambitions, work systematically on providing workers with safe and healthy work conditions. This includes, as a minimum, that safety incidents are recorded and that suppliers proactively work on reducing hazards beyond the legal obligation, if relevant, to protect the health and safety of employees. Hazards include but are not limited to occupational health and safety, emergency readiness, and access to clean water, sanitation, and hygiene facilities.

4. Environment

We expect our Suppliers to strive to minimize and prevent their own negative impact on the environment – from the heating of buildings, consumption of electricity, and waste management to the manufacture and handling of goods, distribution services, and any other activities associated with their business.

We expect our Suppliers to integrate environmental considerations and procedures into their activities and strive for continuous improvement, by minimizing any adverse effects of their activities upon the environment.

Our Suppliers are to comply with any relevant local and national environmental laws and regulations, as well as any requirements for environmental licenses and permits.

If the supplier's work processes contain:

1. Mercury and mercury components, products with added mercury or mercury waste, the supplier must comply with the Minamata Convention on Mercury.
2. Chemicals, chemical waste, and stocks, the supplier must comply with the Stockholm Convention on Persistent Organic Pollutants.
3. Disposal of hazardous waste and other waste as defined in the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, the supplier must comply with Article 4 (2), (5), and (8) of this Convention.

5. Business ethics and integrity

5.1 Anti-Corruption and Bribery

We have zero tolerance for corrupt activities. We expect our Suppliers to avoid participating in or endorsing any corrupt practices. Consequently, our Suppliers will never offer or accept bribes, rewards, or benefits to obtain business or any other improper advantage – either directly or indirectly.

5.2 Gifts, Entertainment, and other business Courtesies

Our Suppliers will never accept or offer gifts, favors, entertainment, hospitality, or any other kind of business courtesy that could inappropriately affect or appear to inappropriately affect the outcome of business decisions. Our Suppliers will never offer, accept or provide anyone with cash or cash equivalents (for example, gift certificates, bank cheques, travelers' cheques, or loans of money).

5.3 Money Laundering

Our Suppliers will not accept, support, or facilitate money laundering, and are committed to complying in full with any anti-money laundering laws, throughout the world. We strictly prohibit our Suppliers, on our behalf, from knowingly engaging in any transactions that facilitate money laundering or which would otherwise result in an unlawful diversion of assets.

5.4 Taxation

Our Suppliers are to comply with the tax legislation and regulations of each country in which they operate.

5.5 Fair Competition Practices

We support free and fair competition, which is ethical and lawful, and we expect our Suppliers to do the same. Our Suppliers will not engage in price-fixing, market sharing, or similar anti-competitive practices.

5.6 Confidential Information

Holtec's proprietary and confidential information constitutes information concerning Holtec or its products or business that is not generally available to others, whether orally, as a hard copy, or in electronic forms, such as business plans, contracts with customers, trade secrets, and sales figures. Any confidential information relating to Holtec's present and future business operations is to be kept strictly confidential by our Suppliers and may only be used in connection with the collaboration with Holtec. The confidentiality obligation shall continue in force even after the collaboration with Holtec has been terminated.

A Confidentiality Agreement is to be signed by both the Supplier and Holtec before any confidential information is disclosed between the parties.

5.7 Political Involvement

Holtec observes strict neutrality about political parties and candidates. Neither the names nor resources of Holtec will be used to promote the interests of political parties or candidates.

5.8 Intellectual Property Rights

Our Suppliers confirm that they own, or have all necessary rights in the use of, any intellectual property rights which they may use in connection with the collaboration with Holtec. Furthermore, our Suppliers acknowledge and respect the intellectual property rights of Holtec.

5.9 Legal Compliance

We expect our Suppliers to comply with any laws and regulations that apply to their business.

5.10 Import and Export Controls

Compliance with export/import laws and regulations is critical to ensure that all parties maintain export and import privileges and sustain their ability to participate in the global marketplace. We expect our Suppliers to comply in full with any applicable import and export control and associated regulations.

5.11 Transparency

Our Suppliers need to be fully aware of all sites and companies involved in their production network and should be able to provide a detailed and comprehensive plan of their supply chain on request.

5.12 Whistleblower protection

Our Suppliers should provide an anonymous method, and make sure to create awareness in relevant languages hereof, for workers to report workplace grievances and ensure that policies are in place to protect workers when complaints and grievances are reported in good faith through e.g., the Holtec whistleblower portal.

5.13 Material Compliance and Conflict Minerals

Suppliers must:

- Ensure that all goods delivered to Holtec comply with applicable laws and regulations regarding the prohibition and restriction of Substances, including hazardous substances and conflict minerals.
- Upon request and in a timely manner provide Holtec with relevant and reasonable information about the substances in the delivered goods.

6. Violation of the Code

Holtec or its subsidiaries regards any violation of this Code as a serious matter. Any breach may put Holtec, its brand, its employees, and its products or services at substantial risk.

Each of our Suppliers is accountable for his or her own behavior.

In cases of a severe violation of this Code, Holtec will – upon discovery – contact the Supplier in question immediately, and, subject to prevailing contractual provisions, request that the practice be terminated and set up a dialogue aimed at preventing the same from occurring again in the future.

Holtec can terminate the business relationship with any Suppliers who repeatedly and knowingly violate the Code and refuse to collaborate with Holtec in implementing improvement plans. Such Suppliers may also be subject to legal proceedings.